

(a) The Offeror shall provide the administrative information, as required by the Section L provision FAR 52.215-1, paragraph (c) (2), as the first page of Volume I.

(i) Solicitation Number: DE-RP52-06NA27344

(ii) Submitted by: Livermore Lab GREEN (Green Renewable Energy and Environmental Nexus), LLC

Parent Company: Tri-Valley Communities Against a Radioactive Environment (CAREs)

DUNS Number: 062457150

Address: 2582 Old First St. Livermore, CA, 94551

Telephone: (925) 443-7148

Fax: (925) 443-0177

Email: marylia@earthlink.net, marylia@trivalleycares.org

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

The Livermore Lab GREEN, LLC submits this completed proposal for undertaking management of the Lawrence Livermore National Laboratory (LLNL). In some instances we are proposing modification, in the form of improvement, to select terms, conditions, and provisions of the solicitation. This is more fully explained in the sections herein, e.g., relating to the Statement of Work. We offer a feasible approach to ensure LLNL's future existence as a world-class center for scientific excellence. We trust that the Department of Energy (DOE) National Nuclear Security Administration (NNSA) will see the soundness of and need for the basic approach we will take while managing LLNL and its nuclear weapons and other programs.

Our approach is directed at discouraging nuclear proliferation at home and abroad while providing energy independence to the nation in an environmentally sustainable manner. Our plan addresses the underlying national security goals and objectives of the United States of America.

Our plan's carefully-considered reorientation of LLNL programs, combined with the cost savings, environmental safety and security, diligence and integrity we will bring to LLNL management, makes us confident that the nation, and ultimately the NNSA, will be pleased with our management approach.

In summary form, some of these possible modifications include:

- A change in the overall direction of future missions at the Lawrence Livermore National Laboratory, combined with a new LLNL organizational chart and appropriate top management capable of leading the "transformation" to urgently needed civilian science programs. We propose to phase out the Lab's nuclear weapons programs over time, and to subordinate them under a new Associate Directorship of Nuclear

Nonproliferation in the interim. This will improve assurance, to DOE NNSA, the Congress, and the world, that all U.S. obligations under the nuclear Non-Proliferation Treaty (NPT) and other international agreements are fully met. In particular, we are concerned that the NNSA directive to “perform nuclear weapons R&D in accordance with program plans approved by the NNSA” could, if left unanalyzed for treaty compliance by the next LLNL management contractor, lead to inappropriate and unnecessary new nuclear weapon design, development, testing, and production. Such activities could also lead to a future LLNL Lab Director calling for a return to full-scale underground nuclear testing. Our management proposal instead leads LLNL away from such an eventuality and toward a more positive and less proliferation-provocative civilian science-based future.

- Related is the NNSA’s directive for the Reliable Replacement Warhead program. Our plan ensures that any RRW-related activity carried out in the near-term while LLNL transitions to an unclassified future (within 5 years) will be fully compliant with both Congressional directives limiting the scope of the RRW program and U.S. commitments to disarmament and nonproliferation.
- We propose to truly elevate “Science” at LLNL to an Associate Directorship and untether it from LLNL’s nuclear weapons programs. We will direct “Science” toward resolution of long-term national security needs such as energy independence, conservation, environmental remediation and related technologies, and understanding and addressing global climate change.
- Similarly, we propose to elevate "Environmental Restoration" at LLNL to an Associate Directorship so that, for example, a comprehensive Superfund cleanup of the LLNL main site and site 300 can be expedited, under the direction of the federal Environmental Protection Agency, and with the guidance and concurrence of the State of California Dept. of Toxic Substances Control, the Regional Water Quality Control Board and the directly-affected public in surrounding communities.
- In our view, the absence of a requirement for clearly needed whistleblower protection at LLNL was noticeably absent in the solicitation. We propose a new position, "Chief Officer of Whistleblower Protection" that reports directly to the Lab Director’s Office. We also propose that government reimbursement for legal costs be disallowed for all prospective contractors when whistleblower cases are decided against them. This simple measure would save taxpayers considerable sums of money and deeply change the culture at LLNL.
- Finally, we decline the opportunity to request indemnification from penalties for occupational safety, nuclear safety, security, fiscal management and environmental violations committed on our watch. In our view, this is the only way to instill real accountability into LLNL management. We suggest that NNSA specifically deduct "points" from any offeror submitting a proposal that does not decline indemnification from penalties as part of responding to Volume 2, Criterion 4, Laboratory Operations. Accountability, or lack thereof, flows from the top. Therefore, further, the NNSA should

integrate no indemnification into the LLNL management contract to whichever entity it is eventually awarded.

(iv) Authorized negotiators for Livermore Lab GREEN, LLC:

Name: Marylia Kelley, Manager, Livermore Lab GREEN, LLC

Telephone: (925) 443-7148

Fax: (925) 443-0177

Email: marylia@earthlink.net





(v) Authorized signature for the proposal:

Name: Marylia Kelley, Manager, Livermore Lab GREEN, LLC

Signature: _____ **Date:** _____

(b) The Offeror shall submit a fully completed and executed Standard Form (SF) 33.

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <input checked="" type="checkbox"/>		RATING DO E-2		PAGE OF PAGES 1 / 412		
2. CONTRACT NO. DE-AC52-07NA27344		3. SOLICITATION NO. DE-RP52-06NA27344		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED July 14, 2006		6. REQUISITION/PURCHASE NO. See Clause B-2	
7. ISSUED BY U.S. DEPARTMENT OF ENERGY NATIONAL NUCLEAR SECURITY ADMINISTRATION NNSA SERVICE CENTER – ALBUQUERQUE M&O CONTRACT SUPPORT DEPARTMENT PO BOX 5400, ALBUQUERQUE, NM 87185-5400				CODE MOSD		8. ADDRESS OFFER TO (If other than Item 7) U.S. DEPARTMENT OF ENERGY NATIONAL NUCLEAR SECURITY ADMINISTRATION NNSA SERVICE CENTER – ALBUQUERQUE ATTN: DANIEL J. SAIZ CONTRACTING OFFICER MAIL STOP: MOSD PO BOX 5400, ALBUQUERQUE, NM 87185-5400			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. Sealed offers in original and (number and kind of copies are specified in Section L) copies for furnishing the supplies and/or services in the Schedule will be received at the place specified in item 8, until 1400 hour local time on October 12, 2006 .									
10. FOR INFORMATION CALL: <input checked="" type="checkbox"/>		A. NAME Daniel Saiz Contracting Officer			B. TELEPHONE (Include area code) (NO COLLECT CALLS) (505) 845-4024		C. E-MAIL ADDRESS dsaiz@doeal.gov		
11. TABLE OF CONTENTS									
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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u> </u> See Section L Provision entitled "Offer Acceptance Period" <u> </u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT Not Applicable <input checked="" type="checkbox"/>		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO. 001		DATE 7/14/06		AMENDMENT NO. 002		DATE 7/14/06	
		003		7/14/06		004		10/4/06	
15. Livermore Lab GREEN LLC, 2582 Old First St. Livermore, CA 94551		CODE		FACILITY Lawrence Livermore National Laboratory (LLNL)		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Marylia Kelley, Manager			
15B. TELEPHONE NO. (925)443-7148		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)									
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10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()				24. ADMINISTERED BY (If other than Item 7) CODE See Section G Clause entitled "Government Contacts"		25. PAYMENT WILL BE MADE BY CODE See Section I Clause entitled "Payments and Advances"			
26. NAME OF CONTRACTING OFFICER (Type or print) Volume I, submitted by Livermore Lab GREEN, LLC on October 27, 2006 for Solicitation No DE-RP52-06NA27344					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE 4		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.									
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS UNUSABLE			33-134			STANDARD FORM 33 (REV. 9-97) Prescribed by GSA FAR (48 CFR) 53.214(c)			

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Offerors must submit three original signed copies of the SF 33 documents.

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(c) The Offeror shall submit fully completed Section K, Representations, Certifications, and Other Statements of Offerors. The parent organization of each member of a teaming arrangement (parent organization), if proposed, must separately complete, sign, and submit the Section K, Representations, Certifications, and Other Statements of Offerors.

**K-1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(JAN 2006)**

[x] (i) Paragraph (c) does not apply. See Appendix K

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

(d) The Offeror shall submit a fully completed and executed Performance Guarantee Agreement (see Section L provision entitled “Requirement for Guarantee of Performance”). Section L, Attachment A “Performance Guarantee Agreement” contains the minimum acceptable Performance Guarantee Agreement conditions acceptable to NNSA. This Agreement will become part of the resulting Contract as an Appendix to the Contract’s Section J. The Offeror shall submit the last three annual reports for the parent organization providing the Performance Guarantee Agreement.

SEE ATTACHMENT A

(e) The Offeror shall submit a complete Listing of Key Personnel utilizing the format provided in Section L, Attachment B “Listing of Key Personnel.” This listing will become part of the Contract as an Appendix to the Contract’s Section J.

SEE ATTACHMENT B - LISTING OF KEY PERSONNEL

(f) The Offeror shall submit a Small Business Subcontracting Plan for Government FY 2008 , which contains all the elements required by the Contract Section I

Clause entitled “Small Business Subcontracting Plan.” Section L, Attachment C “Instructions for Small Business Subcontracting Plan” provides a model Subcontracting Plan outline and instructions for preparing the Subcontracting Plan. The Contracting Officer, prior to contract award, must approve the Small Business Subcontracting Plan which will become part of the Contract as an Appendix to the Contract’s Section J. Annual plans for future fiscal years shall be incorporated into the Contract by a separate supplemental agreement contract modification.

SEE ATTACHMENT C

- (g) The Contract’s Section J “Statement of Work” requires the Contractor support some Contract activities that are unusually hazardous or associated with nuclear risks that are not covered by Price-Anderson Act Amendments. If the Offeror is requesting indemnification associated with unusually hazardous or nuclear risks, the Offeror shall submit a request for indemnification and shall provide the associated supporting information pursuant to the FAR Subpart 50.403-1 “Indemnification Requests” incorporated herein by reference. Such request for indemnification will be processed by the Contracting Officer pursuant to DOE policy and procedures. The Section I Clause entitled “FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALTERNATE I (APR 1984) (DEVIATION)” becomes applicable when the Offeror/Contractor submits an acceptable request for indemnification and receives approval from the Secretary of Energy.

Note: Livermore Lab GREEN, LLC declines the opportunity to request indemnification from penalties for occupational safety, nuclear safety, security, fiscal management and environmental violations committed on our watch. In our view, this is the only way to instill real accountability into LLNL management. Further, the NNSA should integrate no indemnification into the contract irrespective of which offeror is ultimately chosen.

- (h) Paragraphs (c)-(e) of Section L-4 entitled “Criterion 3. Science & Technology,” “Criterion 4. Laboratory Operations” and “Criterion 5. Business Operations” requires the Offeror to describe, in part, its proposed approach for continuous improvement in contract performance (see Section H Clauses H-1 through H-11) to improve the way work is performed and facilitate realignment of the workforce to achieve efficiencies. The Offeror shall prepare and submit a multi-year strategy that includes a listing of its planned efforts and expected accomplishments for FY 2008 and FY 2009 in response to the above evaluation criteria. The listing will be included in the Multi-year plan for continuous improvement as required by the Section H clause entitled “Contractor Multi-year Strategy for Performance Improvement.” Performance objectives, performance and award term incentives, and associated measures and targets for these planned efforts and expected accomplishments will be considered for inclusion in the Contract’s Performance Evaluation Plan for FY 2008 and FY 2009. (See Section H Clause entitled “Performance Based Management”).

Note: Continuous improvement, multi-year strategy and planned efforts and expected accomplishments for FY 2008 and 2009 are included in the Livermore Lab GREEN, LLC bid package in their appropriate locations.

H-1 CONTRACTOR MULTI-YEAR STRATEGY FOR PERFORMANCE IMPROVEMENT

The Contractor shall develop a multi-year strategy that details (1) its planned efforts and expected accomplishments by year, to continuously improve its management and performance at the Laboratory, and (2) the planned efforts and contributions of its Parent Organizations. The multi-year strategy shall also address planned efforts to (1) enhance Contractor communications, cooperation and integration with the NNSA Weapon Complex, with emphasis on Los Alamos National Laboratory; and, (2) contribute to overall NNSA Weapon Complex improvements in performance. The listing of the Contractor's planned efforts and expected accomplishments from its Offer in response to Solicitation No. DE-RP52-06NA27344 for FY 2008 and FY 2009 shall be addressed in the initial multi-year strategy. Subsequent annual updates shall be submitted to the Contracting Officer no later than May 15th of each year and cover the next five years of the contract period of performance. Performance measures for these planned efforts and expected accomplishments may be included in the Contract's Performance Evaluation Plan.

Note: These items are included as required in the Livermore Lab GREEN, LLC bid package, below and throughout.

LIVERMORE LAB GREEN LLC's MULTI-YEAR STRATEGY FOR PERFORMANCE IMPROVEMENT

(1) The Livermore Lab GREEN, LLC management plan will improve performance in Science and Technology, Nuclear Nonproliferation, Lab Operations and Business Management by achieving the following accomplishments.

By the close of FY 2008, the Livermore Lab GREEN, LLC will:

- Reorient the National Ignition Facility (NIF) mega-laser to scientifically credible, achievable, and useful scientific goals. In FY 2007/early 2008, we will analyze the construction progress of NIF with regard to both percentage of Line Replaceable Units completed and beam lines completed. We will then propose to complete either a "quarter-NIF," consisting of 48 beam lines or a "half-NIF," consisting of 96 beam lines. Under the Livermore Lab GREEN, LLC management plan, all experiments on the NIF will be unclassified. Further, we will forego carrying out experiments with highly enriched uranium, other fissile materials (e.g., plutonium-239), fissionable materials (e.g., thorium-232) and lithium hydride as permitted by the November 29, 2005 Record of Decision for the Livermore Lab Site-Wide Environmental Impact Statement. Similarly, we will forego manufacturing of deuterium-tritium targets at LLNL. Therefore, we will

save the taxpayers additional monies as the Tritium Facility Modernization Project to support NIF experiments, as presently envisioned by LLNL, will not be necessary. Further, we will evaluate LLNL progress to date meeting the original technical specifications for both laser performance and targets. We propose to end the continuing cost over runs, technical over-optimism and mismanagement at the National Ignition Facility. Under our management, NIF will become a useful, unclassified tool for scientific investigation in astrophysics, earth sciences, materials science and select other disciplines for which experiments on a large glass laser are appropriate. Moreover, the Livermore Lab GREEN, LLC will offer attention to other "cutting edge" research in lasers, including investigation of unclassified applications for peta-watt lasers.

- Enhance Science and Technology by redirecting all Laboratory Directed Research and Development monies (as long as Congress mandates such funds) to unclassified civilian science projects by the end of FY 2008, including advancing research needed to better understand and prevent human-induced global climate change. Similarly, we will continue improving the management and science base by supporting basic sciences at LLNL, which have long been neglected. Too, we will enhance renewable, non-polluting energy research and energy conservation studies at LLNL.
- Implement a system wide management cost saving assurance plan by the end of FY2008 that will provide incentives to project managers to keep projects on budget. Under current management, projects can run billions of dollars over budget and the top management in that directorate/program area is rewarded.
- Strengthen cleanup under the Superfund law at Livermore Lab's main site and site 300. For example, at site 300 our management will ensure full consideration and, where feasible, installation of effective hydraulic controls to retard the forward migration of radioactive and toxic contaminated groundwater presently moving unchecked through pristine waters. We will further implement a clean-up plan that will restore the land at site 300 to residential standards. We will begin world class restoration of the native grasslands at site 300 (some of the largest left in the state) and undertake studies on the role of watersheds and native species in remediation. Further, we will strengthen the science and technology base at LLNL by developing needed, cutting edge hazardous waste cleanup technologies for the LLNL main site, site 300 and other government and private cleanup sites across the country.
- Increase security and safety for workers, surrounding communities and the nation by terminating plutonium and highly enriched uranium operations at Livermore Lab, except for activities related to the packaging and preparation of Special Nuclear Materials (SNM) for removal and transport. In FY 2008, we will begin safe packaging of plutonium and highly enriched uranium (some of which is presently stored in paint cans and food tins) and undertake initial steps in preparation for shipment to a more remote and secure location by 2010. We will

package SNM for transport in a manner that complies with recommendations made by the Defense Nuclear Facilities Safety Board (DNFSB). Further, in consult with NNSA and other sites and communities, we will begin a public process in FY 2008 to determine the safest and most secure location for storage of the LLNL plutonium and highly enriched uranium. Our management goal will be to ensure the material is stored in the most safe and secure manner possible, and is not used for new nuclear weapons experiments and/or related activities.

- Stand up three new entities in FY 2008 as outlined on our organizational chart -- the "Science" directorate, the "Nuclear Nonproliferation" directorate and the "Office of Whistleblower Protection." Further, we will boost the performance of the LLNL Freedom of Information Act office to, for example, better assist the NNSA Albuquerque operations office become fully compliant with FOIA.
- Develop a business plan (including a marketing strategy) and create an incentives package in FY 2008 to boost the number of "green" science projects at LLNL.
- Develop and implement an outreach plan to inform LLNL employees, past and present, of their rights under the Energy Employees Occupational Illness Compensation Program Act. Utilize the Ombudsman and other appropriate officers at LLNL to ensure timely assistance to sick workers and family members in filing claims, including with obtaining records.
- Develop a process for assisting NNSA to fully integrate public comments into the Supplement to the Programmatic Environmental Impact Statement for Stockpile Stewardship and Management - Complex 2030.

By the close of FY 2009 Livermore Lab GREEN LLC will:

- Begin the transport and removal of all SNM stored on site at LLNL. SNM will be removed from LLNL by the end of 2010.
- Transition the use of the Advanced Simulation and Computing facilities to unclassified experiments, with an emphasis on complex scientific problems such as analyzing energy efficiency and where it is lost in systems, astrophysics questions, and modeling for issues related to global climate change.
- Complete construction of the National Ignition Facility mega-laser as specified above.
- Fully implement the business plan specified above for attracting additional "green" science to LLNL.
- Further develop the business plan by producing a poll for LLNL employees in order to garner their input and suggestions for programs they view as feasible and compatible for LLNL; analyze responses and make it available in a public

document. In future years, the Livermore Lab GREEN, LLC will work with the nearby cities, academic institutions and other stakeholders to create a public commission to offer their evaluation of proposed projects at LLNL.

- Complete a thorough review of the progress and effectiveness of the Livermore Lab GREEN, LLC organizational chart and management strategy for LLNL; adjust as desired and make the final document publicly available to workers and the community.
- Develop a community outreach plan to fully involve diverse public stakeholders. Circulate the plan for comment; hold at least one public meeting in Livermore and one in Tracy.
- Develop a transition plan for LLNL site 300 to unclassified, "green" science programs. Involve the communities nearby, particularly Tracy, in the decision-making process.
- Develop a step by step series of annual plans that will result in the termination of all classified activities at LLNL by the end of FY 2012.

(2) The planned efforts and contributions of Livermore Lab GREEN LLC parent organizations and board of directors partners:

Tri-Valley CAREs (Communities Against a Radioactive Environment):

Tri-Valley CAREs was founded in 1983 in Livermore, California by Livermore residents, including LLNL employees and retirees. Tri-Valley CAREs brings 23 years of expert experience monitoring nuclear weapons and environmental clean-up activities throughout the US nuclear weapons complex, with a special focus on Livermore Lab and the surrounding communities.

Tri-Valley CAREs works to strengthen global security by stopping the development of new nuclear weapons in the US and promoting the elimination of nuclear weapons globally. Nuclear weapons decrease rather than increase human security. Nuclear weapons pose one of the great social, economic and ecological challenges of our time.

Tri-Valley CAREs brings to the table an in-depth, comprehensive knowledge of LLNL, including its history and programs. In addition, Tri-Valley CAREs represents a significant cross section of the diverse stakeholders of the Livermore, larger Tri-Valley and Tracy communities.

Among Tri-Valley CAREs accomplishments are:

- Conducted advocacy and secured federal funding to establish a resource center for Livermore Lab workers made ill by on-the-job exposure to toxic and radioactive substances.

- Been awarded a US Environmental Protection Agency Superfund technical assistance grant to monitor cleanup activities at Livermore Lab, the first such award given in EPA Region 9. Further, we were the first non-governmental organization to win a national recognition award from the US EPA for our environmental work.
- See www.trivalleycares.org for scores of additional accomplishments.

Nuclear Watch of New Mexico:

The mission of Nuclear Watch of New Mexico is to provide timely and accurate information to the public on nuclear issues in New Mexico and the Southwest. Through the resulting empowerment of effective citizen action, Nuclear Watch of New Mexico seeks to promote both greater safety and environmental protection at regional nuclear facilities and federal policy changes that genuinely encourage international efforts to curb the proliferation of nuclear weapons.

Nuclear Watch of New Mexico brings its vast knowledge and experience at Los Alamos National Laboratory to the Livermore Lab GREEN LLC and will enhance contractor communications, cooperation and integration with the NNSA Weapon Complex, with emphasis on Los Alamos National Laboratory and contribute to overall NNSA Weapon Complex improvements in performance.

See www.nukewatch.org for numerous achievements.

The New College of California

New College of California is committed to education in support of a just, sacred, and sustainable world. We cherish intellectual freedom, the search for social justice, respect for differences, and a belief in collective responsibility for the welfare of all people.

New College brings esteemed faculty and innovative programs in sustainability that will serve as a ripe ground for collaboration with Livermore Lab. In addition, New College has wide reaching community partnerships that offer additional resources and areas for collaboration.

See www.newcollege.edu for more information.

WindMiller Energy

WindMiller Energy was begun in 1990 to promote and distribute wind and related energy technologies and information to small and mid-sized users. The company provides equipment and the technical details needed for user communities to maintain it optimally.

WindMiller Energy brings to Livermore Lab GREEN LLC an expertise in wind energy, which will expand the Lab's research on sustainable energy.

- (i) Section H-6 entitled "Parent Oversight Plan" requires the Offeror to submit a Parent Oversight Plan for FY 2008. This Parent Oversight Plan for FY 2008 will become part of the Contract as Section J - Appendix K.

H-2 PARENT OVERSIGHT PLAN

- (a) On an annual basis, the Contractor shall provide a Parent Oversight Plan that details the Parent Organization's planned activities to monitor the Contractor's performance of statement of work activities including ISM and ISSM performance, and to assist the Contractor in meeting Laboratory mission and operational requirements. Elements of the Plan may be incorporated into the Laboratory's Performance Evaluation Plan. The Parent Oversight Plan for the FY 2008 is set forth as an appendix to the Contract's Section J. The Parent Oversight Plan shall identify the official(s) responsible for administration of the plan.

The Parent Oversight Plan will be completed prior to contract transition. Oversight of Livermore Lab GREEN LLC will be provided by Tri-Valley CAREs, Nuclear Watch of New Mexico, New College of California and WindMiller Energy. Please see Laboratory Performance Evaluation Plan.

- (j) The Offeror shall provide a Transition Plan for the transition activities identified in the Section J, Appendix K, entitled "Transition Plan Requirements". The transition period is specified in the Section F clause entitled "Period of Performance." The Transition Plan will become part of the Contract as Section J – Appendix L.

PART III-SECTION J

APPENDIX K

TRANSITION PLAN REQUIREMENTS

In accordance with Section L-3(j), the Offeror shall submit a Transition Plan that describes the process and details for providing an orderly transition during the contract's Transition Term stated in Section B-2 in accordance with the Transition Plan activities described below. In accordance with Section L-7, the Contractor shall also provide an estimate of the costs to perform the transition activities specified in the Contractor's Transition Plan within 10 calendar days after contract award and complete negotiations with the Contracting Officer prior to commencement of the Transition Plan activities.

The activities identified in this Transition Plan Requirements shall begin ninety days prior to the start of the Basic Term of the contract. However, the transition activities necessary for the Contractor to meet the requirements of H-35 entitled “Workforce Transition, Contractor Compensation, Benefits and Pension” shall begin after award of the Contract and is not considered a Transition Plan activity for purposes of this Transition Plan Requirements. The proposed Transition activities, schedule, and estimated costs will be finalized with the Contractor and approved by the Contracting Officer prior to commencement of the Transition Plan activities. The Contractor shall use its Payments-Cleared Financing Arrangement for reimbursement of Transition Plan activities including H-35 activities.

The purpose of this Transition Plan Requirements is to identify the major, high level, and minimum set of transition activities that are expected to be used to develop the Transition Plan and associated cost estimate of activities to be completed by the Contractor during the Transition Term. The objectives of the Transition Plan are to minimize the impacts on continuity of operations, identify key issues, and overcome barriers to transition. The Contractor is responsible for performing due diligence to ensure that all the transition activities are identified, negotiated, and completed during the Transition Term.

After completion of these activities below and such other Transition Plan activities as may be planned by the Contractor and as authorized by the Contracting Officer, the Contractor shall advise the Contracting Officer that it is ready to assume full responsibility for the Laboratory. Upon receipt of written notification from the Contracting Officer that the Transition activities are considered complete, the Contractor shall assume full responsibility for the Laboratory, effective October 1, 2007, 12:01 A.M.

1. Transition Management

Establish a transition management team capable of providing overall management and logistical support of all laboratory transition activities. The offeror shall develop a project management schedule using Primavera version compatible with the predecessor contractor software and project controls process that is integrated and coordinated with the incumbent and NNSA; establish transition schedule, milestones, and measurable commitments; coordinate transition activities with the NNSA, incumbent; and conduct regularly scheduled meetings with NNSA officials to report on the progress and status of transition activities. The Contractor will be responsible for confirming readiness to assume full responsibility for Laboratory operations.

2. Laboratory Programs – Science and Technology.

Ensure transition of the management and operation of all ongoing programs and projects at LLNL to include: review of the status of the various Campaigns for Defense Programs, including the status of the individual annual milestones, and assess the current progress and budget status for each; review the status of the Directed Stockpile effort, including the Life Extension, Stockpile Systems, and Reliable Replacement Warhead Programs, including the milestone and budget status; review the schedule and budget status of the Readiness in Technical Base and Facilities (RTBF) Program; compare to the most recent quarterly status report(s) on these Defense Programs and identify and report any discrepancies noted; review the current Laboratory Directed Research and Development (LDRD) and Work for Others Programs, including the schedule and budget status for the individual projects funded by these programs; assess the current progress and baseline the status of all on-going programs and projects assigned to LLNL, funded by NNSA at the Nevada Test Site; and assess the schedule and budget status of the National Ignition Facility (NIF) and NIF Cryogenic Target projects and the likelihood of completing the projects on time and budget.

The Livermore Lab GREEN, LLC will assess the current progress and baseline status of all ongoing programs that are assigned to LLNL and are funded by DOE/NNSA. The Livermore Lab GREEN, LLC will engage outside investigators and scientists to help it assess specific programs listed above, e.g. "assess the schedule and budget status of the National Ignition Facility (NIF)...".

We note as well that our choice for Lab Director completed an assessment of NIF's readiness and budget in May 2001. The Livermore Lab GREEN, LLC is confident in its ability to accomplish both the short-term transition to new management described above and the longer-term transition to new, unclassified missions.

As outlined in our multi-year strategy (H-1 of this bid package), our FY 2008 and 2009 milestones include the additional analyses needed to accomplish the larger and longer-term transition Livermore Lab from a nuclear weapons missioned facility to a world class center for civilian science.

Livermore Lab GREEN, LLC will assess the current Laboratory Directed Research and Development and Work-for-Others programs. Over time, we will transition the LDRD's competitively awarded funds into worthy, unclassified scientific projects consistent with the overall new direction of Livermore Lab.

3. Laboratory Operations

- 3.1 Safeguards and Security. Ensure transition of a Safeguards and Security Program that includes Integrated Safeguards and Security Management; physical security; protection of government property; classification, declassification, and protection of information; cyber security;

reconciliation of special nuclear materials, control and accountability; and personal security including access control for Laboratory staff and visitors.

- 3.2 Emergency Preparedness, Operations, and Response. Ensure transition of an Emergency Operations Program to include emergency planning, preparedness, response and readiness assurance activities; an occurrence notification and reporting system; operation of an Emergency Operations Center (EOS) including support to the EOS with the County of Alameda; and emergency response capabilities for local, regional, and national missions to include a Radiological Assistance Program, support to the NNSA Emergency Support Team and Accident Response Group.
- 3.3 Environment, Safety and Health. Ensure a transition of the Environment, Safety and Health (ES&H) program to include activities and commitments to the Defense Nuclear Safety Board; Hazard Categorization and Analysis Process; self-assessment process; performance measurement program; occurrence/event investigation and lessons learned programs; worker health studies; industrial safety; radiological safety; life safety systems; construction safety; nuclear & criticality safety; laboratory safety; quality assurance; conduct of operations; motor vehicle safety; Packaging and Transportation programs; and work control program.
- 3.4 Environmental Stewardship. Ensure transition of the Environmental Management, Protection and Compliance program to include environmental restoration program; decontamination and decommissioning program; waste minimization and pollution prevention program; waste management facilities and equipment; natural and cultural resources management; the National Environmental Policy Act program; the ISO 14001 Environmental Management System; and reporting requirements.
- 3.5 Counterintelligence and Counter Terrorism. Ensure transition of the ongoing and comprehensive counterintelligence and counter terrorism program.
- 3.6 Facility Operations, Infrastructure, Design and Project Management. Ensure transition of the Facility Operations, Infrastructure, Design and Project Management Program to include the management, operation, and protection of government-owned facilities and infrastructure; perform walk-downs, walk-throughs, observations, and inspections of site facilities and operations; the real property life-cycle asset management program; real property management and transfer of the incumbents' leased real property; management of the user facilities; facility management practices; maintenance management program; transfer of the Earned-Value Project Management System; baseline progress and transfer of ongoing line item, general plant, institutional general plant, and facility infrastructure

recapitalization program projects; operation of transportation and traffic management services; and logistics support to the Livermore Site Office.

The Livermore Lab GREEN, LLC will ensure effective transition of the following activities/programs (using specialized contract assistance on our transition team as well as institutional capabilities that already exist within the Livermore Lab GREEN, LLC and our proposed management personnel):

- Security
- Emergency Preparedness, Operations, and Response
- Environment, Safety, and Health
- Environmental Stewardship
- Counterintelligence and Counter Terrorism
- Facility Operations, Infrastructure, Design and Project Management

Further, we note that deeply needed activities listed by NNSA above (e.g., coordination of emergency services) are also part of the Livermore Lab GREEN, LLC longer-term management plan and our FY 2008 and 2009 milestones are listed for these areas in H-1.

4. Business and Management

- 4.1 Communications. Ensure transition of communications, information, public participation, and Public Affairs programs to include internal and external communication processes and protocols; community involvement and outreach activities; interactions with the media, businesses, the scientific and technical community; and interactions with Congressional offices, local, state, and federal agencies.
- 4.2 Legal. Ensure transition of a legal program to include support activities to procurement; managing existing litigation and claims; litigation management; patents, licenses, and intellectual property rights; technology transfer; transfers, novations, or assignments of subcontracts for work for other agreements, and memorandum of agreements or understandings with local, state, and federal agencies; environmental permits, applications, regulatory agreements, and protection; and labor relations.
- 4.3 Human Resources, Labor Relations, Training, Equal Employment Opportunity, and Employee Concerns. Ensure transition of all human resources programs including workforce restructuring; compensation and pay structure, and classification; recruiting and staffing; personnel files; travel and relocation; benefits and insurance; leave and service credits; pension and investment plans; substance abuse; employee assistance; employee relations; labor relations and standards; technical and professional development training; employee concerns; education and academic assistance and support, equal employment opportunity and diversity plans.

- 4.4 Information Technology and Records. Ensure transition of all information technology and records including information resources management; information technology capital planning and investment; management, operation, and business computer systems and databases including operating system, launch date software, feeder systems, and general description of the users; enterprise architecture and data management; licensing and property agreements; computer operations center; telecommunications; application changeover; records management and document control; processes and functions of the directive system and work smart standard set system; forms management; and issues management.
- 4.5 Budget and Finance. Ensure transition of the management and control of all the systems of internal controls for budget, finance and audit including a budget system for the formulation and execution of all resource requirements; collection, record, and reporting of all financial activities; disbursement system for employee payroll and supplier payments; internal control for all expenditures; transferring or establishing the special financial institutional agreement; program control systems and accountability; indirect rate and financial reporting; uncosted balance transition; all business systems relating to documentation, policies and procedures; and corporate and travel card program transition.
- 4.6 Internal Audit. Ensure transition of the internal audit program including internal, external audits, and reviews ongoing and planned; support audits and reviews ongoing and planned; internal audit forecast and implementation plan; and transition of findings and recommendations including the Audit Tracking System.
- 4.7 Procurement Management. Ensure transition of the management and operation of the NNSA-approved Procurement Systems including assignment of subcontracts, vendor agreements, and any other agreement whereby goods and services are sought; purchasing support; subcontract administration, deliverables, and transfers; internal reviews; contract closeout; and all procurement databases and systems related to procurement operations.
- 4.8 Personal Property Management. Ensure transition of the NNSA-approved personal property system including the planning, acquisition, maintenance, operation, control, accountability, utilization, and disposal of all Government-owned personal property; the Sunflower Asset Management System; fleet management; and reconciliation of personal property and fleet.

The Livermore Lab GREEN LLC will ensure effective transition of the following activities (using specialized contract assistance on our transition team as well as

institutional capabilities that already exist within the Livermore Lab GREEN, LLC and our proposed management personnel):

- Communications, information, public participation, and public affairs
- Legal
- Human resources, labor relations, training, equal employment opportunity, and employee concerns
- Information technology and records
- Budget, finance and internal audit
- Procurement
- Personal property management

We note as well that our organizational chart and our FY 2008 and 2009 milestones outline deeply needed institutional changes in these areas (e.g., we have elevated some of these functions to the level of the Lab Director's office). Thus, here, too, we propose to conduct the immediately needed transition activities and then continue the work with longer-term reforms.

GREEN LLC Transition Plan

Transition term will be from April 1, 2007 to September 30, 2007

Objectives of the Livermore Lab GREEN, LLC Transition Plan are to:

- Minimize the impacts on continuity of operations
- Identify key issues
- Facilitate effective and efficient transition
- conduct needed "baseline" analyses to facilitate deeper, longer term transformation over the first 5 years of the contract, in particular, to accomplish the change from a nuclear weapons mission to unclassified civilian science missions.

Using a project management approach, we will establish the transition schedule, milestones, and measurable commitments.

The Livermore Lab GREEN, LLC will coordinate transition with NNSA and the incumbent contractor.

The Livermore Lab GREEN, LLC will conduct regularly scheduled meetings with NNSA officials.

The Livermore Lab GREEN, LLC will confirm readiness to assume full responsibility of Laboratory operations.

The Livermore Lab GREEN, LLC will create a website for immediate input from employees both past and present.

The Livermore Lab GREEN, LLC will utilize its existing institutional resources, specialized outside contractors as needed for specific reviews, the capabilities of past and present LLNL management and staff and the capabilities of incoming management personnel to accomplish the transition.

The transition schedule will include the following:

Month One, April 2007 -

- The new transition team will arrive on-site.

- Interactions with the incumbent contractor will be held.
- Change management process will begin.
- Place interaction website online.
- Establish a Transition Hotline

Month Two, May 2007 -

- Complete walk-down of current Laboratory policies
- In-plant observations; a walk-down of all Laboratory space
- Personnel cross-walk, a general look at organizations and structure, mapping to a possible new structure, and finally job offers to employees completed by mid-June, 2007.

Month Three, June 2007 –

- Information Management (IM) will work to ensure that Laboratory information systems can support the crossover--from issues related to benefits administration to delegation of authorities to accommodate a new management team and organizational structure.
- Finalize Benefit packages and make offers to existing employees.

Month Four, July 2007 –

- The Chief Financial Officer (CFO) Division plans for payroll crossover while also processing vacation buyouts, and supporting the Livermore Lab GREEN, LLC in financial planning from October 1 and beyond.

Month Five, August 2007 -

- Human Resources (HR) will sponsoring retirement sessions with assistance from benefits representatives from the UC campuses, will process this year's interim and reclassification salary actions, and will support the Livermore Lab GREEN, LLC in mapping employees to the new Livermore Lab GREEN, LLC organization.

Final Month, August 2007 –

- Supply Chain Management (SUP) will close out legacy subcontracts and complete the annual property inventory, all while preparing for the usual purchasing spike of the last quarter of the fiscal year.
- Final hand-off of facilities.

Ongoing communication and planning is key to completing this complex task. The Livermore Lab GREEN, LLC Transition Team will meet frequently with the LLNL transition team and the NNSA Livermore Site Office (LSO) transition team. All three teams will work to integrate project plans. Teams will continue to track progress and work on initiatives to assure a smooth transition.

The first priority is people. The Livermore Lab GREEN, LLC will be on schedule for delivery of pension/benefits packages for approval by the government. Plans are that

LSO will have approved the Livermore Lab GREEN, LLC pension/benefits packages so that by June 15, Livermore Lab GREEN, LLC can issue offers of employment and employees will have the information they need to make their personal transition decisions over the 60 days between mid-July and mid-September.

With respect to personnel, the Livermore Lab GREEN, LLC Transition Team will work with LLNL and LSO personnel to help ensure the process will not interfere with work or deliverables. Part of the mapping process includes briefings by LLNL line and program managers to help Livermore Lab GREEN, LLC better understand specifically how the Laboratory delivers its mission, science and operational commitments to our customers.

The second phase of the Livermore Lab GREEN, LLC transition is "places," which will start up in May. During this phase LLNL will support Livermore Lab GREEN, LLC on facility condition assessments, inventories, and other activities to document existing conditions at the Lab. LLNL team members will work with Livermore Lab GREEN, LLC beforehand to plan this phase to minimize impacts to ongoing mission, science, and operational activities.

As Livermore Lab GREEN, LLC moves into the "Places" phase of the Transition Process, many LLNL organizations will support Livermore Lab GREEN, LLC facility walk-downs during the last week of May and the first part of June. The Livermore Lab GREEN, LLC Transition Team will brief the Executive Board (EB), the Institutional Assurance Board (IAB), the Responsible Division Leader (RDL) Council and All-Managers' meeting on the facility walk-down and condition-assessment process and protocol.

It will be of critical importance to continue to operate safely and in support of the ongoing mission and operational commitments. Employees can and should stop work or notify their supervisors if they feel that any activity—whether directly related to the transition or related to regular operations—is unsafe or being conducted in an unsafe manner. Maintaining the safety of the workforce throughout the Transition Process is paramount and has precedence over any Transition activity.

The final phase of the Livermore Lab GREEN, LLC transition is "processes." During this phase, Livermore Lab GREEN, LLC will review all Laboratory policies and procedures. In this process, Livermore Lab GREEN, LLC can adopt existing policies and procedure or identify policies or procedures that need changes before June 1.

In the "process" phase of Transition, personnel from Livermore Lab GREEN, LLC will review all current Laboratory policies and procedures and accept or make changes to them for use beginning October 1, when Livermore Lab GREEN, LLC assumes management and operation of the Laboratory.

The Livermore Lab GREEN, LLC transition team has divided our existing Laboratory policies and procedures into three tiers. The majority of policies and procedures that provide overall governance of the Laboratory—for example, policies found in the current

Administrative Manual or safety and security procedures-comprise Tiers 1 and 2 and include hundreds of items. The Tier 3 policies and procedures include all of the individual policies and procedures for individual work areas, buildings, laboratories, firing sites, etc. Because of the sheer number of Tier 3 items, the Livermore Lab GREEN, LLC team will work quickly to meet deadlines required for this phase of the Transition.

Each policy and procedure under each tier must be identified and reviewed in a process called "Blue Sheeting." During this process, policies or procedures will be identified for use by Livermore Lab GREEN, LLC on October 1 "as is," with minor changes, with major changes or with the caveat that major changes will be implemented sometime in the future. Under the schedule envisioned by Livermore Lab GREEN, LLC, Blue Sheeting must be completed by August 29. This will enable Livermore Lab GREEN, LLC to post policies and procedures for the incoming workforce to review by September 15.

Blue Sheeting is not intended to yield major changes in the process or significant revisions that would require changes in operating documents like the Technical Safety Requirements. If deleting or proposing significant changes to policy will result in disruption to organizations come October 1, deletions or changes are not going to be approved unless safety, security or operational concerns are too significant for Livermore Lab GREEN, LLC to proceed without adjustment. Where changes to division-specific procedures are necessary, Livermore Lab GREEN, LLC will coordinate with LLNL managers on creating reasonable changes under an acceptable timetable.

As mentioned, Livermore Lab GREEN, LLC plans to have all policies and procedures posted for employee review by September 22. This review will enable employees to understand work requirements after the October 1 changeover.

No part of Livermore Lab GREEN, LLC Transition or University of California closeout activities is so important that it trumps safety, security and timely completion of programmatic deliverables. Employees who have concerns about those issues will be encouraged to stop work or contact their line management immediately.

Because communication is key to a successful transition, all three teams will work on a joint communications plan. The Livermore Lab GREEN, LLC and LSO have agreed to LLNL's proposal that all communication be handled through the LLNL Transition Team. A "zipper plan" that clearly identifies counterparts and communication channels among Livermore Lab GREEN, LLC, LSO, and LLNL will be developed. As we integrate our project plans, we'll be broadening the communication and expanding the zipper plan. Zipper plans will be placed on our web page to identify key contacts on each transition team. If employees use the zipper plans as they are intended, we can maintain orderly and responsive communications. It is important to reiterate that LLNL and Livermore Lab GREEN, LLC will have clear roles and responsibilities during the transition.